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Executive Director

ANN FLEMER
Deputy Executive Director

REQUEST FOR PROPOSAL TO PROVIDE MAINTENANCE OF THE CALL BOX SYSTEM

Letter of Invitation

March 23, 2009

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways ("MTC SAFE") invites your firm to submit a proposal for the maintenance, repair, and related field work of the roadside call box system in the nine-county San Francisco Bay Area.

This letter together with its enclosures comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth herein.

Proposal Due Date

Proposers must submit one (1) reproducible original, and four (4) hard copies of their proposal in a sealed envelope labeled "Call Box Maintenance Proposal" no later than 2:00 p.m., Monday, May 4, 2009. ***Proposals received after that date and time will not be considered.*** Faxes and email submissions will not be accepted. Proposals shall be considered firm offers to provide the services described in this RFP for a period of one hundred twenty (120) days from their submission

MTC SAFE Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5965; e-mail inquiries may be directed to <spow@mtc.ca.gov>.

Stefanie Pow, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street, 3rd Floor
Oakland, CA 94607-4700

Background

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 et seq. to install, maintain and operate a motorist aid call box system in the nine Bay Area counties. These call boxes allow motorists to request roadway assistance. The MTC SAFE Call Box Program provides a system of 2,200 call boxes on about 1,100 miles of freeways and expressway.

MTC SAFE is currently installing approximately 350 call boxes on the seven (7) toll bridges in the San Francisco Bay Area. This is estimated to take five (5) years to complete in which the selected Contractor from this RFP will also maintain excluding the SCADA interface, AC power connections, or any rails the call boxes are installed on. In addition, shortly after the release of this RFP, MTC SAFE will be implementing a site improvement project to upgrade call box sites to meet American Disabilities Act (ADA) regulations. This project may result in boxes being removed.

The existing system of approximately 2,200 call boxes requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the call box system. Routine maintenance is conducted monthly but some repairs may require immediate attention depending on the nature of the call box. Other projects, as they relate to call box construction or installation, may also be involved.

All of MTC SAFE's call boxes are aluminum with the exception of call boxes on Bay Area bridges which are made of Lexan® plastic. (Additional information can be found in *Appendix A-1*, including a coverage map and list of call boxes by location). Both types of call boxes have been recently upgraded from Yes/No push button communication system to a TTY keyboard and screen to facilitate the users who are hearing or speech impaired. All call boxes are solar powered and equipped with digital cellular transceivers, except a few in remote areas which are landlines.

Minimum Qualification

To be eligible for this work, a proposer must have:

- § A minimum of five (5) years experience in maintaining emergency roadside telephone systems with similar technology of which two (2) years may be substituted for experience in maintaining other systems in a similar nature;
- § An office centrally located in the San Francisco Bay Area; and
- § An existing electronic maintenance system to record and track call box repairs and archived data.

Scope of Work and Schedule

A complete Scope of Services is provided in *Appendix A, Scope of Services* of this RFP.

The first "contracting year" shall commence on November 1st, 2009 and end June 30, 2010 to coincide with MTC SAFE's fiscal year. The second contract year shall start July 1st, 2010 and end June 30th, 2011. The third contract year starts July 1, 2011 and ends June 30, 2012. The total contract period of performance is two (2) years and eight (8) months. This RFP allows for the option to extend the contract with the mutual agreement of the parties for up to five (5) additional years, in increments determined by MTC SAFE.

Proposers' Conference and Request for Exceptions

A Proposers' Conference will be held on Tuesday, April 7, 2009 at 2:00 p.m. in the Third Floor Conference Room at the Joseph P. Bort MetroCenter, at 101 Eighth Street, Oakland, CA. Attendance at the Proposer's Conference is not mandatory but is recommended.

Any addenda will be posted on MTC's website. To receive individual notice of any addenda to this RFP or written responses to questions that may be issued by MTC SAFE, proposers must attend the proposers' conference, submit a request for clarification or questions, or provide written notice to the Project Manager.

Any questions, requests for clarification, or exceptions to the RFP requirements or MTC's contract language must be received by MTC SAFE no later than Friday, April 24, 2009 to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in Section IV.B of the RFP. Interviews, if held, will occur on Monday, May 18, 2009.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the consultant that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC SAFE, based on the evaluation criteria specified in Section IV.B.

Contractor Selection Timetable

2:00 p.m., Tuesday April 7, 2009	Proposer's Conference, 101 Eighth St. 3 rd Floor, Oakland, CA
4:00 p.m., Wednesday, April 15, 2009	Closing date and time for requests for clarifications/exceptions
Five (5) working days prior to the date proposals are due	Deadline for protest of RFP provisions (see Section VI.E)
2:00 p.m., Monday, May 4, 2009	Closing date and time for receipt of Proposals
10:00 a.m., Monday, May 18, 2009	Interviews or Discussions (if necessary)
Week of May 25, 2009	Request for BAFO, if applicable
2:00 p.m. Monday, June 1, 2009	Closing date and time for receipt of BAFO, if requested
Friday, July 10, 2009	Operations Committee Approval
October 2009	Signing of contract (approximate)

General Conditions

MTC SAFE will not reimburse any Contractor for costs related to preparing and submitting a proposal. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

The selected Contractor will be required to sign a contract with MTC SAFE. A synopsis of key contract provisions is summarized in *Appendix G, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement* (a copy of MTC SAFE's Standard Contractor Agreement may be obtained from the Project Manager, upon request). If a proposer wishes to object to the specified insurance coverage levels or to propose a change to any other provision in *Appendix G*, the provision and the proposed alternative language and/or objection must be submitted in accordance with the deadline as detailed in the timetable above. Submission of a proposal without a timely request for change or objection to RFP provisions shall be deemed acceptance of the provisions of this RFP and MTC SAFE's standard terms and conditions.

Authority to Commit MTC SAFE

Based on an evaluation conducted by a selection panel, the Executive Director will recommend a Contractor to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Ann Flemer
Deputy Executive Director, Operations

AF: SP

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REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

CALL BOX SYSTEM MAINTENANCE

March 23, 2009

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. PROJECT BACKGROUND

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 et seq. to install, maintain and operate a motorist aid call box system in the nine Bay Area counties. MTC SAFE often solicits input regarding call box activities from Caltrans and California Highway Patrol (CHP).

The MTC SAFE Call Box Program provides a system of 2,200 call boxes on about 1,100 miles of freeways, expressways, and county roads including bridges, tunnels, and tubes. The exact number of call boxes in the system at any one time varies due to knockdowns and roadway construction projects. There are two (2) types of call boxes dependent on the location. On bridges, the AC powered call boxes are composed of Lexan ® plastic and are connected to the Supervisory Control and Data Acquisition (SCADA) communication system. SCADA alerts Caltrans toll plaza when a call box is in use and controls the flashing strobe lights atop the bridge call boxes. In all other locations, call boxes are solar powered and aluminum. All call boxes are equipped with a TTY communication system and a digital cellular system and are answered 24 hours a day by a private call answering center (CAC) in San Francisco, CA who then transfer calls as appropriate to CHP. Digital cellular service is currently provided by Verizon Wireless while in locations where cell reception is weak, call boxes are hooked up to landlines. There are approximately 60 such call boxes.

The call box system is currently maintained by a contractor who is responsible for the general upkeep of the call boxes. Each call box is monitored by a maintenance system and makes one (1) call to the system every three (3) days for a diagnostic check up. The call boxes are also inspected by a MTC SAFE designated representative to ensure the call boxes meet MTC SAFE standards.

Concurrent with the release of this RFP, MTC SAFE is implementing a bridge call box installation project on the seven (7) toll bridges of the San Francisco Bay Area. The project is estimated to be completed by 2014 and will add approximately 350 call boxes to the MTC SAFE system.

The purpose of this RFP is to select a Contractor to keep the call box system operating as efficiently as possible by maintaining, repairing, and conducting other related field work in a timely manner.

II. MINIMUM QUALIFICATIONS

To be eligible for this work, a proposer must demonstrate that it has:

- § A minimum of five (5) years experience in maintaining emergency roadside telephone systems with similar technology of which two (2) years may be substituted for experience in maintaining other systems in a similar nature; and
- § An office centrally located in the San Francisco Bay Area; and
- § Existing electronic maintenance system to record and track call box repairs and archived data.

III. SCOPE OF SERVICES SCHEDULE, AND COMPENSATION

A. Scope of Services

The complete scope of work is detailed in *Appendix A, Scope of Services*. The MTC SAFE's call box system (currently approximately 2,200 call boxes) requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the call box system. Routine maintenance is conducted monthly but some repairs may require immediate attention depending on the nature of the damages to the call box. To efficiently manage the maintenance of the Program, a computerized maintenance system is required to notify the Contractor of repairs needed and view, track, and record every repair made to the call box system.

In addition to updating and managing the maintenance system and other related administrative tasks, there are five (5) specific tasks that the Contractor shall perform each month. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services.

Task A – Corrective Maintenance: Contractor shall perform corrective maintenance as needed on the call boxes. Corrective maintenance requires that the Contractor be accessible to the private call answering center and to CHP to report out-of-service call boxes to Contractor. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panel) and the interface with the cellular or landline system.

Task B – Preventive Maintenance: Contractor shall perform a preventive maintenance field visit to all call boxes in the MTC SAFE system at least two (2) times a year at approximately six-month intervals as necessary to keep call boxes and their sites free of debris, clean, and operational. "Preventive Maintenance" is described in detail in Appendix A.II.

Task C – Knockdown and Vandalism Repairs: Contractor shall repair and/or replace call boxes that have been knocked down due to collision and other accidents or damaged due to vandalism. Contractor must also submit work order forms in order to assist MTC SAFE in cost recovery efforts from motorist who damage call boxes.

Task D – Temporary Removals and Reinstallations: Contractor shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of MTC SAFE and its partner agencies. Contractor shall also reinstall such call box in a timely manner at the request of MTC SAFE and its partner agencies. Relocation of a call box will include, but is not limited to, removing the call box from its existing location and installing it at a new location as directed by MTC SAFE.

Task E – Special Tasks and Projects: Contractor may need to perform tasks related to the call box system such as conducting field surveys of call box sites or installing new call boxes at the request of MTC SAFE and its partner agencies. All projects under this task shall be issued per MTC SAFE-initiated task orders.

Administrative Tasks – Contractor shall be responsible for numerous tasks related to the call box program each month including attending meetings, producing call box specification sheets, responding to call box related inquiries, updating Caltrans encroachment permits, tracking

inventory, and maintaining the call box maintenance system. Exact tasks vary from month to month.

B. Period of Performance

The first contracting year shall commence on November 1, 2009 and end June 30, 2010 to coincide with MTC SAFE's fiscal year. The second contract year shall begin on July 1, 2010 and continue through June 30, 2011. The third contract year shall begin on July 1, 2011 and continue through June 30, 2011. This RFP allows for the option to extend the contract, with the agreement of both parties, for up to five (5) additional years, in increments determined by MTC SAFE.

C. Compensation

Task A and B – The Contractor will be paid a flat rate per site, adjusted by Contractor's performance relative to three (3) performance measures: system operations and site condition, system call-in performance, and timeliness of repairs, described in detail in Appendix B-1. Such per site flat rates shall include all labor, material, and transportation costs and are subject to Consumer Price Index (CPI) adjustments each July 1st.

Tasks C through E – All work under Tasks C, knockdown and vandalism repair, Task D, temporary removals and reinstallations, and Task E, special projects are to be compensated on a time and materials basis. The time and material compensation shall be based on the hourly rates listed in the selected proposer's Price Proposal Form (Appendix B-2) or for subsequent years, the selected Contractor's most current price list, which must be submitted to MTC SAFE at the start of the Contractor's fiscal year.

Administrative Tasks – Work and responsibilities under Administrative tasks shall be compensated to Contractor as a monthly flat rate. Such flat rate shall include all labor, material and transportation costs necessary to perform routine administrative tasks as described in Appendix A.II and is subject to CPI adjustments each July 1st.

IV. PROPOSAL FORM

Proposers must submit one (1) reproducible original, and four (4) hard copies of their proposal in a sealed envelope labeled "Call Box Maintenance RFP" no later than 2:00 p.m., Monday May 4, 2009.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposers' capabilities. Each proposal should include:

1. A transmittal letter signed by an official of the firm authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person.
2. A brief discussion that illustrates the proposer's approach to be taken with respect to performing each of the tasks contained in *Appendix A, Scope of Services*, which should be limited to one (1) page.

3. A detailed description of the proposer's electronic maintenance system for tracking call box repairs and other required data.
4. A detailed statement of the proposer's experience and qualifications relevant to providing maintenance and other related services as requested under this RFP, which should be limited to two (2) pages. If Subcontractors are involved in the proposal, their experience and qualifications should also be addressed. This section should clearly indicate that the proposer meets the first two minimum qualifications in Section II.
5. A price proposal specifying all costs to MTC SAFE for the required services detailed in this RFP that includes all applicable surcharges including overhead and profit. A proposal calculation worksheet is attached to this RFP as *Appendix B-2, Price Proposal Form*.
Proposers are required to complete and submit this worksheet as their cost proposal.
6. A list of staff members that will be the primary contact and lead for work under this RFP and their work experience. Form is attached to this RFP, as *Appendix C, Personnel List*.
7. References of at least three (3) clients other than MTC SAFE for whom the Contractor has done similar or related work, along with the names and telephone numbers of a contact person for each reference. Reference form is attached to this RFP as, *Appendix D, Reference Form*.
8. A signed California Levine Act Statement attached to this RFP as *Appendix E*.
9. A statement proving the Firm's financial stability. One (1) document from the four (4) listed in *Appendix F, Financial Stability* shall be submitted to the MTC SAFE Project Manager as confidential and separate from the above required forms. Financial records will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine responsibility only.

V. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Review for General Responsiveness

The Project Manager, in consultation with the MTC SAFE Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and satisfaction of the minimum qualifications listed in Section II. Any proposal that fails to meet the minimum qualifications or does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in the above Section IV, Proposal Form, may be considered complete and generally responsive, if evaluation in every criterion is possible.

B. Evaluation Factors

Responsive proposals will be evaluated by a panel of staff representatives from MTC, partner agency staff and other persons appointed by MTC SAFE, based on the following evaluation factors in order of relative importance:

1. Qualifications and Experience of the Firm
 - Firm's history of completing other similar contracts
 - Having necessary equipment, staff, and facilities

- Proof of financial stability as detailed in *Appendix F, Financial Stability*
 - References
2. Qualifications and Experience of the Project Manager
 - Management skills
 - Years of experience
 3. Cost Effectiveness
 - Flat rate per box per month for corrective and preventive maintenance
 - Time and materials labor rates
 - Staff hourly rates
 4. Quality and Appropriateness of Existing Maintenance System
 - Ease of maintenance system to record, extract, retrieve work orders and other call box information
 - Efficiency of maintenance system for invoicing
 - Ease of having maintenance system up and running
 - Usability of system interface
 5. Quality of Proposal
 - Accurateness and completeness of forms
 - Ability to understand

Following the initial evaluation, MTC SAFE may elect to recommend award to a particular proposer, with or without interviews, or may enter into discussions with a “short list” of proposers including interviews and demonstrations, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract

C. Proposer Discussions

The purpose of discussions, if held, will be to identify specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them in a Best and Final Offer (BAFO). Discussions may take place through written correspondence (including e-mail) and/or face-to-face meetings. The discussions will also allow the proposed project manager that will be leading the tasks described in *Appendix A, Scope of Services*, to present and demonstrate the proposed maintenance system. The proposed project manager, as well as other key personnel identified by the evaluation panel, will participate in any discussions.

In addition to the discussion, a proposer on the “short list” will be asked to make a presentation that is limited to no more than 30 minutes. Instructions for such presentations will be provided at the appropriate time.

MTC SAFE reserves the right to not convene oral discussions and to make an award on the basis of initial proposals.

D. Site Visits

MTC SAFE may conduct site visits to the Bay Area office of short-listed proposers, in conjunction with the evaluation of a BAFO, for evaluating quality and appropriateness of existing maintenance system.

E. Request for Best and Final Offer

If discussions are held, MTC SAFE will give Proposers with whom discussions were held the opportunity to revise their written proposals to address concerns raised during discussions through issuance of a Request for BAFO. A Request for BAFO may also revise the RFP or Contract provisions. Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a proposer to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC Operation Committee for approval.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit the MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the consultant whose proposal is most advantageous to MTC SAFE based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from Contractor to contract with MTC SAFE according to the terms of the proposal for a period of one hundred twenty (120) days after its date of submission, which shall be the date proposals are due to MTC SAFE.

D. Contract Arrangements

The selected Contractor will be expected to enter into an Agreement with MTC SAFE. MTC SAFE's synopsis of key contract provisions are summarized in *Appendix G, Synopsis of Provisions in MTC SAFE's Standard Contractor Agreement*. Particular attention should be paid to the insurance and indemnification requirements set forth therein.

If a proposer wishes to object to the specified insurance coverage levels or to propose a change to any other provision of this RFP or of MTC SAFE's standard contract, the provision and the proposed alternative language and/or objection must be submitted no later than the deadline for requests for exception stated in the Letter of Invitation to guarantee consideration. submission of a proposal without having requested changes or exceptions by the deadline shall be deemed acceptance of the standard agreements' terms and conditions.

The contract payment terms will be a combination of flat rate per box monthly payments and time and materials, as described in Appendix B-1, Payment Schedule. If the contract is extended for the additional option period, flat rate payments will be based on the previously paid flat rate, with

a CPI adjustment as applicable. MTC SAFE reserves the right to negotiate changes to the performance measure criteria in the event the option to extend is exercised.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
2. No later than three (3) working days after the date the proposer is notified that it failed to meet minimum qualifications or was adjudged non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the Operations Committee or the date the proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director. At the sole discretion of the MTC SAFE, a protesting proposer may be given additional time, up to five (5) working days, to supplement its protest.

The Executive Director (or a designee) will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

The decision of the Executive Director may be appealed to the MTC Operations Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The MTC Operations Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC SAFE Operations Committee has authorized award.

G. Grant of License

MTC SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know-how, contained in or used by any hardware, software, and firmware provided to MTC SAFE hereunder or used or developed by Contractor to provide services to MTC SAFE under the Contract resulting from this RFP (collectively the “Contractor Proprietary Rights”) belong solely and exclusively to Contractor. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in Contractor’s Proprietary Rights to MTC SAFE, except as specifically granted herein. Contractor hereby grants to MTC SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by Contractor in Contractor’s performance of its obligations hereunder for the term of the contract resulting from this RFP. Specifically with respect to Contractor’s maintenance database, the scope of this license shall be limited to use exclusively by no more than five (5) different users at MTC SAFE, identified by position or name in writing to Contractor from time to time, and for use solely as contemplated by this RFP. Should Contractor provide any deliverable or part of a deliverable that contains software to which a third party holds a copyright, Contractor hereby warrants the existence of a right on the part of Contractor and MTC SAFE to use such software.

H. Warranty

Call box enclosures, either retrofitted or newly furnished by Contractor, shall be guaranteed by Contractor against corrosion and fading for the term of the contract resulting from this RFP. Contractor shall use preventive maintenance visits, as defined in *Appendix A, Scope of Services*, to protect boxes from corrosion and fading. Contractor shall replace or repair any such defective enclosures in a timely and satisfactory manner. Contractor shall warrant all other materials and parts for one (1) year from date of installation. If Contractor fails to eliminate corrosion or keep paint color within specified parameters, MTC SAFE may perform the necessary work and Contractor or Contractor’s sureties shall be liable for the cost thereof.

I. Termination

Termination for Convenience

MTC SAFE may terminate this Agreement, in whole or in part, at any time by written notice to Contractor. Upon receipt of notice of termination, Contractor shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC SAFE. For incomplete work performed up to the time of termination, Contractor shall be paid: (i) the full price for incomplete sites under Tasks A and B, without adjustment for performance; (ii) for hours worked and costs incurred under Tasks C-E; and (iii) a pro rata share of its monthly rate for Administrative Tasks; and (iv) for costs incurred for Special Projects, (v) plus reasonable termination costs, up to the maximum amount payable under this Agreement. If Contractor has any property in its possession belonging to MTC SAFE, Contractor will account for the same, and dispose of it in the manner MTC SAFE directs.

Termination for Default

If Contractor becomes insolvent, assigns or subcontracts the work without MTC SAFE approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC SAFE may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written

notice of termination on Contractor, setting forth the manner in which Contractor is in default. If Contractor does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC SAFE within the ten (10) day period, MTC SAFE may terminate the Contract

MTC SAFE shall pay the Contractor for incomplete work as described above, except that (i) in no event shall MTC SAFE be required to compensate the Contractor for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by MTC SAFE to correct or complete work required under the Contract, including the difference between Contractor's price for the contract and any higher price paid to another Contractor retained to complete the work.

If it is determined by MTC SAFE that Contractor's failure to perform resulted from unforeseeable causes beyond the control of Contractor, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Contractor, MTC SAFE, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

J. Indemnity

Contractor shall indemnify and hold harmless MTC SAFE, Caltrans, CHP, their commissioners, directors, officers, agents, and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Contractor, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Contractor agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC SAFE, Caltrans, CHP, their commissioners, directors, officers, agents, and employees, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

K. Force Majeure

Any event beyond the control of Contractor and not due to an act or omission of Contractor that materially and adversely affects Contractor's obligations and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by Contractor shall be deemed a "Force Majeure Event", including the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit MTC SAFE is responsible for obtaining;
4. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional costs or delays on Contractor and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any governmental approval.

APPENDIX A

Scope of Services

The existing system of approximately 2,200 call boxes requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance of the call box system. Routine maintenance is conducted monthly but some repairs may require immediate attention depending on the nature of the damages to the call box. To efficiently manage the maintenance of the Program, a computerized maintenance system is required to notify the Contractor of repairs needed and view, track, and record every repair made to the call box system. Specific tasks are described in Section II below.

Concurrent with the release of this RFP, MTC SAFE is implementing a bridge call box installation project on the seven (7) toll bridges of the San Francisco Bay Area. The project is estimated to be completed by 2014 and will add approximately 350 call boxes to the MTC SAFE system. In addition, MTC SAFE will be initiating a project for ADA site accessibility improvements which may result in a reduced number of call boxes and/or changes to the site types for several call boxes. Once the ADA site accessibility improvement project is complete, estimated for June 30, 2010, the Contractor shall receive an updated list of all call boxes in the Program and its site type. The selected Contractor shall reflect changes and updates on the system maintenance database as appropriate.

Contractor shall meet with the Project Manager within ten (10) days of receipt of the Notice of Award to provide the required Certificates of Insurance and a certification of compliance with Labor Code § 1861.

I. GENERAL CONDITIONS

A. Work to be Done

Contractor shall perform all work necessary to maintain the MTC SAFE motorist aid call box system in a satisfactory manner as detailed in Section II, Specified Tasks. Unless otherwise provided, Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified flat fee. A coverage map and the number of call boxes by location are attached as *Appendix A-I, Call Box Coverage Map and Locations*.

B. Plans and Specifications

Contractor shall keep at the field office a copy of all plans and specifications referred to herein, to which MTC SAFE shall have access at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, ATM, sonalert or smart card electronic devices as well as painting processes) shall also be kept by Contractor in the field office and be available for review by the MTC SAFE Project Manager or MTC SAFE designated representative. Any plans not provided herein shall be provided to the successful Contractor by MTC SAFE.

C. Rights of Entry and Permits

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required to perform the work hereunder.

D. Materials and Workmanship

All materials, parts and equipment furnished by Contractor shall be high grade and free from defects. Enclosures shall not be replaced with others of lesser quality as measured by paint brightness, and aluminum and/or coating integrity. Quality of work shall be in accordance with generally accepted standards and all work shall be subject to all warranty provisions mentioned in this RFP. Materials and work quality shall be subject to the MTC SAFE Project Manager's or a designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use.

E. Labor

Only competent workers shall be employed for tasks under this Agreement. Any person found by MTC SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by Contractor and not re-employed for services under the contract resulting from this RFP.

F. Inspection

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the MTC SAFE Project Manager or a designated representative. Any MTC SAFE authorized representative shall have access to the field office. Approval by the MTC SAFE Project Manager that services meet required performance measures shall precede issuance of yearly performance adjustments, described in Appendix B-1, Payment Schedule.

G. Condition of Site

Throughout the term of the Contract, Contractor shall keep call box sites clean and free of rubbish and debris (including removed pad material). All unneeded materials and equipment shall be removed from the call box site..

H. Items or Activities to be Performed by Others

Maintenance of the SCADA communication system, AC power, or concrete barriers that the bridge, tunnel, or tube call boxes are installed on shall be performed by others but may require coordination with Caltrans and its Contractor. For maintenance of call boxes in the Caldecott Tunnel and Posey and Webster Tubes, the signs, electrical connections, and SCADA shall be provided under a separate agreement with Caltrans and are not the responsibility of Contractor. Contractor's responsibility is limited solely to the maintenance of the physical call boxes, poles, and signs in the Caldecott Tunnel, Posey and Webster Tubes, and bridges. Call Boxes in the Presidio Park are affiliated with MTC SAFE but owned and maintained by a separate entity.

I. Reuse of Parts:

Contractor may reuse parts that have been damaged or replaced assuming Contractor has repaired the parts, and ensures that functionality is not degraded and the integrity of the component is not compromised.

J. Reserve Inventory

Contractor is required to maintain a sufficient quantity of call box equipment, parts, and materials in stock in their Bay Area field office to fulfill the requirements of this Scope of Work and its attachments.

K. Storage of Materials

Contractor shall store call box housings, electronics, poles, and other appurtenances either within their warehouse or within a nearby Caltrans facility. Surplus inventory may be stored at the Caltrans Maintenance yard at the San Francisco Bay Bridge. MTC SAFE shall be responsible for securing space within a Caltrans facility for storage, Contractor's field supervisor shall be responsible for day-to-day coordination and reporting of problems to the MTC SAFE Project Manager.

L. Communication

Contractor shall ensure that the field supervisor(s) has the necessary communication devices for interacting efficiently with the MTC SAFE Project Manager or other designated representatives. The devices to be provided by the Contractor include, but are not limited to a pager, cell phone, office phone, fax machine, and email services with the capability to send and receive Microsoft Access® database or equivalent files.

II. CALL BOX MAINTENANCE TASKS

All MTC SAFE call boxes shall be monitored by this maintenance system and each box shall make one (1) call every three (3) days into the system for a diagnostic check up. The electronic system shall store all work orders of each repair or other related task conducted on a call box into a database of which the latest database be sent to MTC SAFE on a monthly basis. In addition, the maintenance system and database must be accessible to MTC SAFE staff and its designated representative via a computer network. A current maintenance system is in place to track such work and to the extent feasible shall be transferred or merged with the new maintenance system.

The Contractor shall perform the following five (5) specific tasks routinely throughout the term of the contract. All work under Tasks A and B shall be conducted during normal business hours 0600 hours to 1900 hours Monday through Friday, defined as "workday", excluding call boxes on bridges without shoulders, tunnels and tubes which require night work and lane or bore closures.. Lane and bore closures shall be provided to Contractor by Caltrans at no cost to the Contractor. Contractor shall be responsible for coordinating all closures with Caltrans at least one (1) week in advance and notifying the MTC SAFE Project Manager of such upcoming work. Changes to scheduled closures on bridges, tunnels, or tubes shall be made no later than three (3) days from scheduled date. For Task C through E, work shall be done on an as needed basis. All Task E work will be initiated through MTC SAFE-issued Task Orders. Compensation for all work is described in Appendix B-1, Payment Schedule.

Any repair and maintenance work must be recorded through work orders and archived in the maintenance system. Work orders must be updated into the Call Box System Database within three (3) days or 72 hours from order completion.

The selected Contractor may be required to coordinate the below tasks with the ADA site accessibility improvements MTC SAFE plans for Fiscal Year 2009-10.

All work done under this Section shall be in compliance with the CHP/Caltrans Call Box and Motorist Aid Guidelines and American Disabilities Act (ADA) regulation.

Task A. Corrective Maintenance

Contractor shall perform corrective maintenance as needed on all call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery and solar panel, not applicable to the call boxes on the bridges or in the tunnels and tubes) and the interface with the cellular system.

Upon notification that a call box is out of service from CHP, call answering center (CAC), MTC SAFE, or the maintenance computer, Contractor shall determine the cause, and if due to general failure of the call box, Contractor shall take the necessary action to restore it to a good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of “corrective maintenance” shall be completed by 1700 hours on the same day of the repair request. If request for repairs were reported after 0800 hours, Contractor shall have corrective repairs completed by 1700 hours on the following workday. If foundation work is required, CONTRACTOR shall have the call box completely operational by 1700 hours on the second workday following notification. For events reported on a holiday or weekend, the call box shall be repaired by 1700 hours on the first workday following notification of the event.

Contractor shall provide management and field staff sufficient to perform repairs on call boxes within the established time periods.

1. Bridge Call Boxes

Contractor shall conduct all tasks mentioned above as needed on bridge call boxes excluding the SCADA communication system or AC power. The Contractor may need to work in cooperation with Caltrans to resolve issues affecting the bridge call boxes. Bridges without shoulders require lane closures and night work, which shall be coordinated by Contractor with Caltrans at the earliest opportunity but no more than three (3) days or 72 hours from notification of the event.

2. Tunnel and Tube Call Boxes

Activities falling within “corrective maintenance” for the tunnels or tubes shall be performed at the earliest opportunity, but no more than three (3) days or 72 hours from notification of the event. Contractor shall coordinate with Caltrans’ personnel at the Caldecott Tunnel to schedule all required nighttime bore closures and maintenance. Should the Contractor notice failures of the AC power supply or SCADA communication system, the Contractor must notify the MTC SAFE Project Manager immediately.

Task B. Preventive Maintenance

Contractor shall perform a “preventive maintenance” field visit at least two (2) times a year, excluding the call boxes in the tunnels or tubes, at approximately six-month intervals as necessary to keep call boxes clean and operational. Call boxes with adjunct devices shall be maintained similarly. Contractor shall report to the MTC SAFE Project Manager any unusual findings made while performing preventive maintenance. The preventive maintenance activities for all call boxes, except the Caldecott Tunnel and Posey and Webster Tube, shall include, but are not limited to the following tasks:

- Cleaning and painting of call box housings as necessary (see below);
- Checking call box housing door, magnet, and spring;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
 - Removal of faceplate (as necessary);
 - Perform test calls;
 - Check outer door, handset and illumination for proper operation;
 - Check call connect light;
 - Check hook switch; and
 - Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Inspection and repair of the pedestrian pad;
- Inspection of path for wear and tear or vandalism; and
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls.

Contractor shall use preventive maintenance visits to protect boxes from corrosion and fading. The color of all call boxes shall fall between Pantone® yellow no. FL100 and Pantone® yellow no. FL123. Contractor shall replace or repair any such defective enclosures in a timely and satisfactory manner. The Contractor may recommend replacement of aluminum boxes with Lexan® call boxes in areas where call boxes are demonstrating high corrosiveness. The Lexan® call boxes shall meet the same specifications as the aluminum boxes, including but not limited to the call connect light brightness and size, environmental specs, and functioning capabilities. Contractor shall receive approval from the MTC SAFE Project Manager prior to proceeding with replacement.

1. Bridge Call Boxes

Contractor shall perform a “preventive maintenance” field visit to bridge call boxes at least two (2) times annually.

- Cleaning and painting of call box housings as necessary (see above);
- Checking call box housing door, magnet, and spring especially on bridges with strong winds;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
 - Removal of faceplate (as necessary);
 - Perform test calls;
 - Check outer door, handset and illumination for proper operation;
 - Check call connect light;
 - Check AC power (as necessary);
 - Check strobe light;
 - Check hook switch; and
 - Check cellular antennae and cable.
- Cleaning and bolt tightening for the call box sign;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on concrete rails.

2. Tunnels and Tubes

Contractor shall perform a “preventive maintenance” field visit to the Caldecott Tunnel, and Posey, and Webster Tube call boxes at least three (3) times annually. Preventive maintenance shall be scheduled in approximate ten week intervals. The preventive maintenance activities shall include but shall not be limited to the following tasks:

- § Cleaning and painting of call box housings as necessary;
- § Inspection and anti-corrosion treatment of external electrical connections;
- § Operational check of electrical wiring between the call box and associated sign;
- § Operational check of the call box controls and system operational sequence including:
 - Removal of faceplate (as necessary);
 - Perform test calls;
 - Check batteries (as necessary);
 - Check outer door, handset and illumination for proper operation;
 - Check hook switch;
 - Check call connect light and TTY; and
 - Check cellular antennae and cable.
- § Minor cleaning of the surrounding area of the call box (includes debris removal);

- § Check of the Bay Bridge call answer computer functionality including whether the database is up-to-date;
- § Replacement of harnesses; and
- § Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on tunnel walls

Task C. Knockdown and Vandalism Repairs

Maintenance repairs and/or replacements required as a result of damage by vandalism, or other willful acts, collisions, and other such causes (including ant intrusion) will be performed by Contractor. If damages are reported by 0800 hours on a workday, Contractor shall have the call box placed back in service, and restored to its original site type by 1700 hours on the same day.. If damages are reported after 0800 hours, Contractor shall have the call box back in service by 1700 hours on the following workday. If foundation work is required, Contractor shall have the call box placed back in service by 1700 hours on the second workday following notification. For events reported on a holiday or weekend, the call box shall be repaired by 1700 hours on the first workday following the notification. In some cases, knockdown and vandalism repairs may be needed as soon as possible because of a potential hazard. The MTC SAFE Project Manager shall notify Contractor of such events.

Contractor shall assist MTC SAFE in knockdown recovery efforts by providing work orders and other related information to the call boxes that were damaged by vehicle collisions and other causes.

Contractor shall salvage any or all parts of the damaged call box as long as the integrity of the component is not compromised.

Task D. Temporary Removal and Reinstallation

1. Temporary Removals

Contractor agrees to remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects at the request of MTC SAFE. If possible MTC SAFE will give two (2) weeks advance notice to Contractor of upcoming temporary removal, in special cases removals may be required immediately. MTC SAFE retains ownership of call boxes authorized for removal, and Contractor shall store removed boxes at their location and make all removed call boxes available for reinstallation. Contractor shall coordinate the removal, de-activation, and storage of call boxes as requested by Caltrans or the MTC SAFE Project Manager. Contractor shall also maintain proper inventory documentation. In some cases, Contractor shall pick up boxes that are temporarily removed by Caltrans or its contractor. Coordination for pick up shall be the responsibility of the Contractor. Some call boxes may be temporarily removed for several years, depending on the nature of the construction project.

2. Reinstallation

Once construction project is complete and call box removal is no longer needed, Contractor shall coordinate re-installation and deferred installation tasks including permitting, site approval, installation, and activation. Contractor shall do so expeditiously to get the call box back in service

as soon as possible. Some construction projects may cause the call box to be permanently inaccessible. In such cases, Contractor shall reinstall or relocate call boxes to a new location as directed by MTC SAFE. Contractor is not responsible for design work should any be necessary for the reinstallation of call boxes at new locations. Should the call boxes have new sign numbers or phone numbers due to relocation, Contractor shall notify MTC SAFE Project Manager, CAC, and CHP immediately.

Task E. Special Projects

All tasks under this Section will be initiated through MTC SAFE issued Task Orders. The standard MTC SAFE Task order is attached as *Appendix A-3, Task Order Form*. Contractor shall be compensated for all Task E work on a time and materials basis based on annual price list submitted by the Contractor.

Contractor may be requested to conduct special projects throughout the term of the Contract. Special projects may include but are not limited to: installation of new call boxes for MTC SAFE, partner agencies, and other entities; removal or relocation of call boxes due to special circumstances; landline conversion of some call boxes; and/or special site evaluations related to the call box system.

III. ADMINISTRATIVE TASKS

Over the term of the contract, the Contractor shall be responsible for numerous administrative tasks, as detailed below. These administrative tasks shall be compensated at a fixed rate to Contractor on a monthly basis, as described in Appendix B-1, Payment Schedule.

A. Meetings, Field Surveys, and Correspondences

Contractor shall be required to attend meetings that relate to the call box system as requested by the MTC SAFE Project Manager. In addition, Contractor shall respond to inquiries regarding the call box system submitted by MTC SAFE Project Manager or its partners in a timely manner. At the request of the MTC SAFE Project Manager, plans, drawings, maps, and other documents shall be provided by the Contractor to MTC SAFE.

B. Encroachment Permits

Contractor shall be the primary point of contact for Caltrans permit issues related to system expansion and shall coordinate final field surveys and field review meetings to approve or modify call box locations with Caltrans, CHP, and MTC SAFE. Contractor shall prepare and submit encroachment permit applications to Caltrans, as required.

C. Inventory and Supplies

Contractor shall be requested occasionally to take inventory of call box supplies at the Caltrans maintenance yard at the San Francisco Bay Bridge. MTC SAFE occasionally sells used call box supplies to other vendors and may request Contractor to coordinate sale and delivery of supplies.

D. System Management

Contractor shall have an existing call box system maintenance system that can easily merge with MTC SAFE's existing call box maintenance system. The purpose of the maintenance system is to

provide efficiency in monitoring the call boxes for potential issues 24/7. The Contractor's maintenance system must be able to communicate with all call boxes in MTC SAFE's system of which each call box is to call in once every three (3) days.

Contractor shall maintain an accurate, up-to-date database containing the system specifications detailed in *Appendix A-2, System Installed Report Specification* that shall be sent to MTC SAFE Project Manager by the second Monday of each month. Contractor shall also maintain an accurate, up to date database containing information on the entire call box system as detailed in *Appendix A-3, Call Box System Database*. Contractor shall provide the MTC SAFE Project Manager and any designated representatives with remote access to the Call Box System Database and the maintenance management system in a Microsoft Access ® database file or similar compatible database file format. Contractor shall meet with MTC SAFE Project Manager immediately after award of contract to finalize layout of Call Box System Database, and appropriate access for MTC SAFE Project Manager and its designated representative.

The Call Box System Database shall include maintenance information on the call box system. This information shall include, at a minimum:

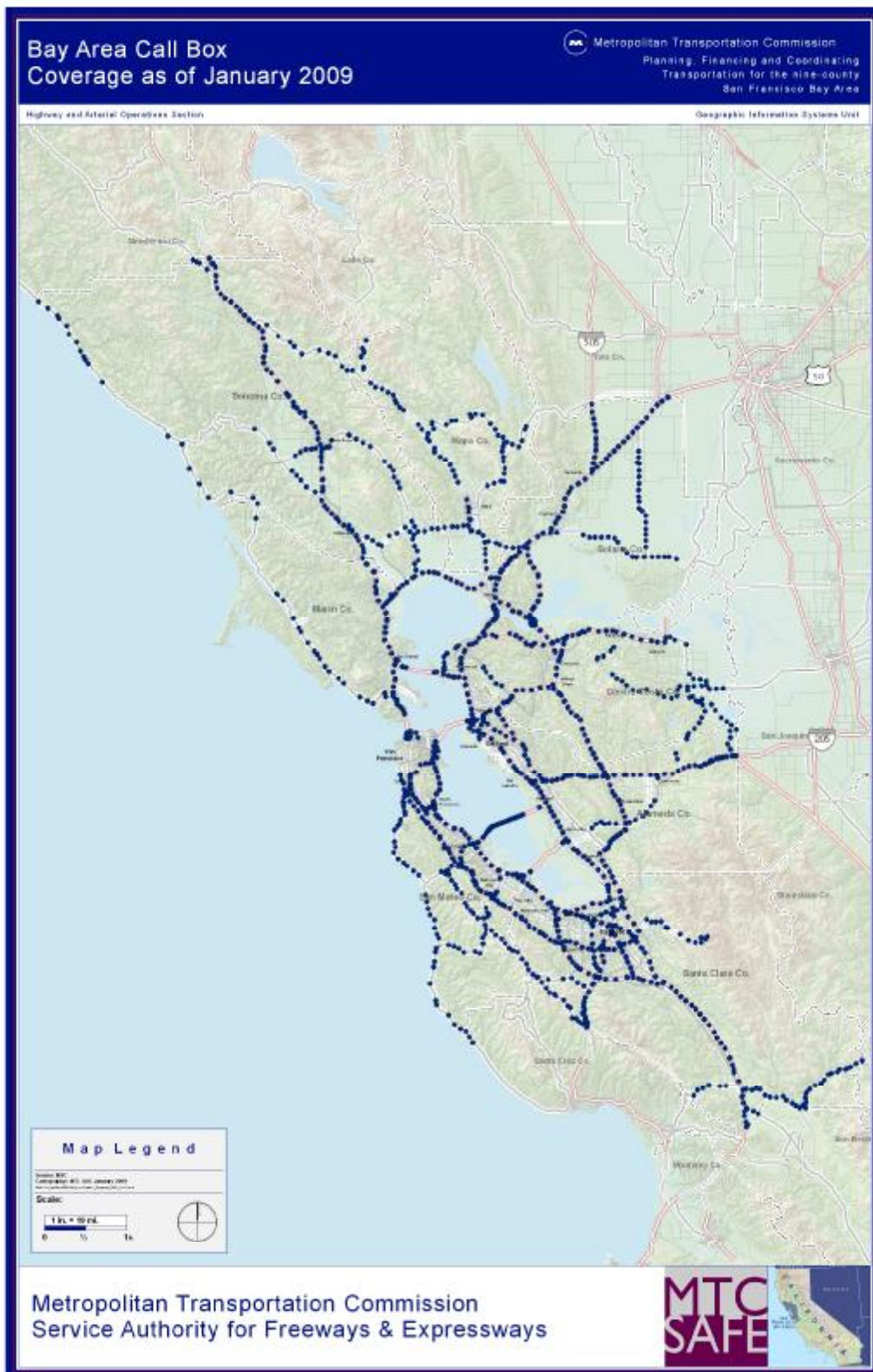
- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (if different from the first visit) and description of work performed;
- Description of preventive maintenance visits including the call box sign number, date and time of visit, and description of work performed if it deviates from the standard preventive maintenance requirements;
- Description of other site work including, but not limited to the following: knockdowns, vandalism, sign repair, other repairs, site repairs, CHP reported, removals, reinstallations, and pad replacements. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

The Call Box System Database shall include all information relating to system components. This information includes, but is not limited to, controller card type, electronic serial number, transceiver model and type, TTY device type.

The Call Box System Database shall include electronic call box updated pictures and complete latitude and longitude data. CONTRACTOR shall furnish all equipment and materials necessary to provide this data.

The Call Box System Database must contain all basic specifications as described in *Appendix A-2, System Installation Report Specification* and *Appendix A-3, Call Box System Database* but may be altered by Contractor with prior written approval from the MTC SAFE Project Manager. At the request of the MTC SAFE Project Manager, additional information in the Call Box System Database may be added or unnecessary information deleted. Any alterations made to the Call Box System Database shall be at the sole expense of the Contractor. MTC SAFE recognizes that the maintenance management system (hardware and software) is the property of Contractor.

APPENDIX A-1 Call Box Coverage Map and Installed Locations



APPENDIX A-1 continued

County	Approximate Number of Call Boxes (all)
Alameda	406
Contra Costa	291
Marin	92
Napa	104
San Francisco	43
San Mateo	382
Santa Clara	446
Solano	242
Sonoma	216
Total	2,222
Tunnels & Tubes	Approximate Number of Call Boxes
Caldecott Bore 1	13
Caldecott Bore 2	13
Caldecott Bore 3	14
Posey Tube	17
Webster Tube	17
Total	74

Bridges	Approximate Number of Call Boxes
Dumbarton	46*
San Mateo	134
San Francisco Bay	210*
Richmond/San Rafael	83*
Carquinez / Al Zampa	46* / 47
New / Old Benicia	17 / 31*
Antioch	2*
Total	616

*Estimated number of call boxes to be installed



APPENDIX A-2
System Installed Report Specifications

1. Call Box / Sign Number
2. Automatic Number Identification (ANI)
3. Mile Post Mark
4. Direction Installed on Highway
5. Site Type
6. Presence of pad, path, retaining wall, handrails, or other special components
7. Text Description of Location
8. Text Description of Best Access
9. Mobile Identification Number (MIN) (Call Box Phone Number)
10. Telecommunication service provider (landline or digital cellular)
11. Latitude / Longitude and Differential Correction Method using Global Positioning System (GPS)

APPENDIX A-3 System Database Specifications

	Update When Site Changed	Update When Site Installed	Update with PM or CM Visit
Call Box Sign Number	ü	ü	
Automatic Number Identification (ANI)	ü	ü	
Electronic Serial Number (ESN)	ü	ü	
Mile Post Mark	ü	ü	
Pedestrian Pad Type	ü	ü	
Pedestrian Pad Size	ü	ü	
Site Type	ü	ü	
Retaining Wall Height (provide range)	ü	ü	
Handrail at Site?	ü	ü	
Direction Installed on Highway	ü	ü	
Text Description of Location	ü	ü	
Text Description of Best Access	ü	ü	
Dispatch Center Assigned to Answer Calls	ü	ü	
Latitude / Longitude and Differential Correction Method using Global Positioning System (GPS)	ü	ü	
Site Installation Date	ü	ü	
In Service or Out of Service	ü		
Removal Date	ü		
Reinstall Date	ü		
Mobile Identification Number (MIN) (Call Box Phone Number)	ü	ü	
User Telephone Number (Dispatch Center Number)	ü	ü	
Alarm Telephone Number	ü	ü	
Maintenance Telephone Number	ü	ü	
Install Notes-unusual installation notes	ü	ü	
Speech/Hearing Impaired Device Installed? Type?	ü	ü	
Call Connected Light Installed	ü	ü	
Smart Call Box Devices Installed? Type?	ü	ü	
Controller Card Type (e.g., “150”, “SRC”) and Version Number with Date of Installation	ü	ü	
Transceiver Type / Model with Date of Installation	ü	ü	
Dates of all Preventative Maintenance (PM)Visits to Site	ü		ü
Dates and Descriptions of all Corrective Maintenance (CM) or Above Agreement Activities at Site	ü		ü
Work Order Numbers for all CM and AC activities at Site	ü		ü
Digital Site Photographs	ü	ü	

APPENDIX A-4 Call Box Specifications

External Components Type	Lexan	Aluminum
Antenna	3 dBi, 800/1900 MHz	3 dBi, 800/1900 MHz
Warning Light (watts)	1 W (12VDC)	N/A
Pole Cap (dimensions)	4.6" x 5.00"	4.6" x 4.5"
Solar Panel (dimensions & watts)	N/A	20.9" x 16.9", 20 W
Pole (height)	8 ft. (Mounts on Barrier)	14 ft.
Reflective Blue Sign (dimensions)	18" x 24"	30" x 36"
Auger (dimensions)	Dia: 4.0", Depth: 42", Helix: 12"	Dia: 4.0", Depth: 42", Helix: 12"
Non-Auger Base (dimensions)	Dia: 4.0", Depth: 38.25"	Dia: 4.0", Depth: 38.25"
Pole Mount (dimensions)	7" x 8.8" x 2.75"	N/A
Call Box Housing Specifications	Lexan	Aluminum
Height	19"	21.6" at center
Width	15"	13.2" extreme
Depth	11.5"	8"
Weight	46.5 lbs.	35 lbs.
Call Box Photo	Lexan	Aluminum
Typical Installation		

APPENDIX A-5
Standard MTC SAFE Task Order Form

1. Task Order No. (include FY)	
2. Title of Task:	
3. Description of work:	Summarize key task expectations.
4. Original Maximum Payment:	
5. Amended Maximum Payment:	<i>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</i>
6. Schedule and Completion Date:	
8. Payment terms:	Time and Materials

Payment Terms

Time and Materials (*specify hourly rate for applicable personnel and/or expenses*).

	Personnel/Expense	Purpose	Rate	Hours	Total Cost
1.					
2.					
3.					
4.					
5.					
Total:					

MTC SAFE

Contractor

Stefanie Pow, Project Manager

Name, Position

Date:

Date:

Albert Yee, Section Director

Date:

Denise Rodrigues, Contract Administrator

Date:

High – 8 Points	Yes	No	Comments
Full duplex communication is established			
Audio quality good			
Call box orientation correct			
Outer door functions properly			
Housing parts and sign secure on pole/wall			
Pole secure in ground			
Handset is hearing aid compatible			
TTY device operational			
Solar panel hardware not severely damaged			

Medium – 4 Points	Yes	No	Comments
User instruction attached			
Call box terminates correctly			
Face plate secure			
Sonalert audible			
Sonalert terminates properly			
Handrail installed properly			
Site not obstructed			
Site retaining wall stable			
Path/pad not damaged or hazardous			
Call connect light functions			
Solar panel correctly oriented and clear			

Low – 2 Points	Yes	No	Comments
Call box enclosure not severely faded or corroded			
Yellow anti-theft label attached			
Weep hole clear			
Breakaway base orientation correct			
Reach complies with specs for site type			
Distance between pad and breakaway is 2-4"			
Pad aligned correctly			
Opposite box pairing within limits			
Site clear of debris			
No graffiti on site			

APPENDIX A-6
Call Box Inspection Form

SIGN NUMBER:

SITE TYPE:

DATE OF INSPECTION:

TIME OF INSPECTION:

OVERALL SITE: PASS / FAIL (PASS = 93% OR GREATER OF TOTAL POINTS)

NOTES:

APPENDIX B-1 Payment Schedule

All tasks detailed in Appendix A, Sections II and III and performed by the Contractor shall be compensated by one of three (3) methods on a monthly basis:

- Per Site Flat rate: compensation for Task A, corrective maintenance and Task B, preventive maintenance as defined in Appendix A, Section II. Per site flat rates are subject to performance measures the Contractor achieves each month, as described below, and to annual CPI adjustment on July 1.
- Time and Materials: compensation per Contractor's most current price list for knockdown and vandalism repair, temporary removals and reinstallations, and special projects per MTC SAFE-issued task orders, as defined in Tasks C, D, and E, of Appendix A, Section II.
- Administrative Tasks Flat Monthly Rate: compensation for administrative tasks as described in Appendix A, Section III, adjusted annually on July 1 by CPI.

A. Per Site Flat Rate

- Contractor shall be compensated on a monthly basis for completed corrective and preventive maintenance by means of a flat rate per call box site.

The flat rate includes all materials, labor, transportations, and other costs incurred to complete the tasks mentioned above and shall be subject to performance measures as detailed below. The flat rate is subject to CPI adjustments each July 1st.

Performance Measures:

Per site flat rates paid to the Contractor for corrective and preventive maintenance are subject to the following performance measures, as summarized in *Table 1*.

1. System Operation and Site Condition

MTC SAFE staff or a designated representative will visit 20 call boxes per month to test operations and site conditions. The system operation and site condition test locations will be chosen at random along proximate corridors. It is expected that the operational tests will consist of the following:

- Placing calls to CAC and testing sound quality of connection;
- Testing add-on components (e.g., TTY);
- Testing call connect light and sonalert device (if applicable); and
- Visual inspection of site (includes check for vandalism/graffiti, color brightness of call box, integrity of aluminum housing, check for excessive debris or weeds on pad, and condition of pads).

Appendix A-6, Call Box Inspection Form provides a copy of the inspection form for use in the system operation and site condition check.

2. System Call-In Performance

Each call box shall be programmed to call-in at a set interval: once every three (3) days. The system call-in performance shall be rated by the percentage of installed call boxes that make their established number of monthly maintenance calls.

3. Timeliness of Corrective and Non-Preventive Repairs

This measure will rate the Contractor on the timeliness of call box repairs and will be based on the percentage of repairs occurring within the period specified in this Appendix, Sections II.A and II.C, and summarized below. Contractor shall use computer generated, time and date stamped trouble tickets as well as maintenance management reports of time and date of forced maintenance calls for reporting timeliness of call box repairs.

All repairs not requiring foundation work shall be completed by 1700 hours. on the same day of notification for events reported by 0800 hours, exclusive of holidays and weekends. For events reported after 0800, the call boxes shall be operable by 1700 hours the following workday. Repairs involving foundation work shall be completed by 0800 hours on the second workday following notification.

Table 1. Performance Level Summary

Performance Levels that Determine Per Box Compensation			
Performance Measure	Level 1	Level 2	Level 3
System Operation and Site Condition Check	16 of 20 sites pass	17 of 20 sites pass	18 of 20 sites pass
System Call-In Performance	80 – 84% of call boxes meet required call-in measure.	85 – 94% of call boxes meet required call-in measure.	95 – 98% of call boxes meet required call-in measure.
Timeliness of Repairs	80-84% of repairs occur within required time period.	85-94% of repairs occur within required time period.	95-98% of repairs occur within required time period.
Point Assignment: Each Measure Within Level	1 points	2 points	3 points
Performance Level: Aggregate Points Needed	3	4-8	9

Contractor shall be assigned points monthly as follows:

For each measure falling within Level 1 -- 1 point is assigned to the measure;
For each measure falling within Level 2 -- 2 points are assigned to the measure;
For each measure falling within Level 3 -- 3 points are assigned to that measure.

The three performance measures shall then be aggregated to determine overall performance levels, as follows:

- Overall Performance Level 1 – A total of 0-3 points
- Overall Performance Level 2 – Between 4 and 8 points total;
- Overall Performance Level 3 – A total of 9 points

Contractor shall be compensated at a level associated with the monthly overall performance levels according to prices based on the selected proposer's Price Proposal Form. A different price shall be associated for each overall performance level, with each price increasing from Level 1 to Level 3. Level 2 will be the default flat rate; Level 1 will be 5% less than Level 2 and Level 3 will be 5% more than Level 2. Contractor will bill at the default Level 2 flat rate for Task A, corrective and Task B, preventive maintenance work. Price adjustments for meeting levels other than Level 2 will be settled quarterly as described in E below.

Should Contractor's performance fall below any of the individual measures outlined in Level 1 (e.g. less than 80% of repairs done in a timely manner, less than 80% of system call-in performance within established boundaries and fewer than 16 sites passing inspection) for two (2) consecutive months, MTC SAFE may enter into discussions to renegotiate rates to account for undesirable Contractor performance. Should Contractor perform below Level 1, Contractor shall be paid at Level 1.

C. Time and Materials

For Tasks C through E, described in Section II, Contractor shall be compensated on a times and materials basis. Time and material payment shall be based on the Contractor's most current price list submitted to MTC SAFE. All Task E work will be initiated through MTC SAFE-issued Task Orders.

D. Administrative Tasks Flat Rate

Each month the Contractor shall bill MTC SAFE at a flat rate for tasks specified in Section III. The flat rate includes all materials, labor, transportations, and other costs incurred to complete the tasks mentioned above. The flat rate is subject to CPI adjustments each July 1st.

E. Invoicing

The selected Contractor shall invoice MTC SAFE on a monthly basis. Contractor shall include the following in each month's invoice packet:

- One page invoice detailing the number of call boxes serviced under Task A, Corrective Maintenance and Task B, Preventive Maintenance in that month multiplied by the default Level 2 flat rate per box in addition to the monthly flat rate for administrative costs.
- One page invoice summarizing all time and materials needed for that month under Task C through E including all associated documentation or work orders detailing the type of work completed.

At the end of each MTC SAFE quarter (last day of the month of September, December, March, and June) Contractor shall either invoice MTC SAFE for additional amounts due for Tasks A or B for Level 3 work or shall indicate the amount due MTC SAFE for Level 1 work, which MTC SAFE shall deduct from amounts due for that month's invoice.

APPENDIX B-2 Price Proposal Form

The selected Contractor will be paid on a per site flat rate basis for tasks completed each month as specified in Section II.A and II.B. The price per site shall include all direct costs (equipment and supplies, labor, transportation, fees, taxes, etc.); indirect costs (fringe benefits, insurance, applicable surcharges, profit, overhead, G&A); and profit. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the specified per site rate. Price proposal for per site flat rate will be the Level 2 default rate as described in Appendix A, Section IV.B.

Contractor shall attach: 1) a current price lists for parts and labor required for tasks detailed in Appendix A, Section II.C-E and 2) hourly wages of staff working on this project.

Below is a copy of the Price Proposal Spreadsheet, available in Microsoft Excel format on the MTC website:

I. Price Proposal

- A. Per site Level 2 maintenance fee per box for all work specified in *Appendix A, Sections II.A, Corrective Maintenance* \$ _____
- B. Per site Level 2 maintenance fee per box for all work specified in, *Appendix A, Section II.B, Preventive Maintenance* \$ _____
- C. Monthly flat rate for administrative cost for work involved in fulfilling tasks outlined in *Appendix A, Section III, Other Related Tasks*. \$ _____
- D. Additional work rate for tasks paid as time and materials, specified in *Appendix A, Section II.C through II.E*: \$ _____
1. Hourly Rate for Regular work (between the hours of 0600 and 1900) \$ _____
2. Hourly Rate for Night work (between the hours of 2200 and 0500) \$ _____

II. Minimum Qualifications

Does your company have a minimum of five (5) years experience in maintaining emergency roadside telephone systems with similar technology of which two (2) years may be substituted for experience in maintaining other systems in a similar nature?

Does your company have an office centrally located in the San Francisco Bay Area? If yes, please list office address below. _____

Yes	No

Does your company have an existing electronic maintenance system to record and track call box repairs and archived data?

--	--

Submission of signed Proposal Form is a firm commitment to perform the work specified in Appendix A in accordance with this RFP.

III. Contractor's Signature

Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
Name & Title of Authorizing Official	
Authorized Signature	

APPENDIX C Personnel List

Please provide information for lead staff members that will be involved in the work as described in this RFP. It is not required that Contractor fill out all six (6) boxes.

1. Staff Name:

Position Title:

Years of Experience:

Brief Description of Past Experience:

2. Staff Name:

Position Title:

Years of Experience:

Brief Description of Past Experience:

3. Staff Name:

Position Title:

Years of Experience:

Brief Description of Past Experience:

4. Staff Name:

Position Title:

Years of Experience:

Brief Description of Past Experience:

5. Staff Name:

Position Title:

Years of Experience:

Brief Description of Past Experience:

6. Staff Name:

Position Title:

Years of Experience:

Brief Description of Past Experience:

APPENDIX D
Contractor's Reference Form

Name of Bidding Company

Representative Name & Title

Phone Number

Please provide a minimum of three (3) separate references of clients with contracts of \$50,000 or more in the last three (3) years.

The following information is required for each reference given (additional sheets may be used if necessary):

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

Type of Work Performed

Contract Amount \$

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

Type of Work Performed

Contract Amount \$

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email

Type of Work Performed

Contract Amount \$

APPENDIX E
California Levine Act Statement

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Chris Daly
Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX F

Financial Responsibility

Financial records will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine financial responsibility only.

This information will be received as confidential and will not become part of MTC SAFE's public records. Please submit one (1) copy of the following four (4) financial documents listed below to the MTC SAFE Project Manager in a separate sealed envelope marked "confidential".

1. Reference letter from your bank, indicating financial responsibility.
2. Federal Income Tax Returns for two (2) most recent years available.
3. Profit/Loss Statement for two (2) most recent quarters available.
4. Dunn and Bradstreet Report or credit report by a recognized credit reporting service issued after January 31, 2009.

APPENDIX G

Synopsis of Provisions in MTC SAFE Standard Contractor Agreement

The selected consultant will be required to sign MTC SAFE's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC SAFE's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC SAFE may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC SAFE will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE of rebidding.

Insurance Requirement: The Consultant must obtain and maintain at its own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement:

(1) **Worker's Compensation Insurance** in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor with no employees;

(2) **Commercial General Liability Insurance for Bodily Injury and Property Damage** liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss;

(3) **Business Automobile Insurance** for all automobiles owned, used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence; and

(4) Umbrella insurance in the amount of \$10,000,000 providing excess limits over Employers Liability, Automobile Liability, and Commercial General Liability Insurance.

Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

Independent Contractor: Consultant is an independent Contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC SAFE harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC SAFE. MTC SAFE is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.